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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 ALBERTO JUSTO RODRIGUEZ LICEA;) Civil No. 14mc1498 DMS(RBB)
12 FERNANDO ALONSO HERNANDEZ; LUIS)
13 ALBERTO CASANOVA TOLEDO,) ORDER GRANTING MOTION TO
14 Plaintiffs,) COMPEL VENTURA TRADING
15 v.) COMPANY, LTD. TO PROVIDE A
16 CURACAO DRYDOCK COMPANY, INC.) GARNISHEE'S MEMORANDUM [ECF
17 aka CURACAOSE DOKMAATSCHAPPIJ) NO. 8]
18 NV aka CDMNV,)
19 Defendant.)
20 _____)

21 On December 22, 2014, a Clerk's Certification of a Judgment to
22 be registered in Another District and the Final Judgment entered in
23 the United States District Court for the Southern District of
24 Florida were filed in this district [ECF No. 1]. The money
25 judgment was in favor of Plaintiffs Alberto Justo Rodriguez Licea,
26 Fernando Alonso Hernandez, and Luis Alberto Casanova Toledo against
27 Defendant Curacao Drydock Company, Inc.

28 This Court, on January 5, 2015, issued a Writ of Execution in
the sum of \$88,571,146.01 [ECF No. 3]. The following day, a Deputy
United States Marshal served the Writ of Execution and Notice of

1 Levy on Karanbir I. Singh, captain of the vessel "Dole Ecuador," as
2 agent for Ventura Trading Company, Ltd. ("Ventura Trading") and
3 Dole Foods Company, Inc. (Process Receipt 1, ECF No. 4; Process
4 Receipt 1, ECF No. 5.)

5 On January 16, 2015, counsel for Plaintiffs received a letter
6 from David D. Piper, of the Law Offices of Keesal, Young & Logan,
7 stating that the firm represented Ventura Trading and disputing
8 that the Writ of Execution was properly served. (See Decl. Ingram
9 Supp. Pls.' Mot. Compel Ventura Trading 2, ECF No. 9.) The Writ of
10 Execution, Notice of Levy, Garnishee's Memorandum and Florida
11 Judgment were mailed to Ventura Trading's two Costa Rican addresses
12 on February 12, 2015. (See id.) On February 19, 2015, David Piper
13 provided Plaintiffs' counsel an address and registered agent for
14 Ventura Trading, and on February 23, 2015, the same garnishment
15 documents were mailed to that address. (Id.)

16 Plaintiffs, on March 3, 2015, filed a Motion to Compel Ventura
17 Trading Company, Ltd. to Provide a Garnishee's Memorandum [ECF No.
18 8]. As of that date, "Ventura [had] not returned it's Garnishee's
19 Memorandum." (Mot. Compel Ventura Trading 3, ECF No. 8.) Instead,
20 according to Plaintiffs, "Ventura's attorney merely sent a letter
21 indicating that the admitted service upon the Master of the 'Dole
22 Ecuador' did not result in service on Ventura and that Ventura did
23 not intend to provide a Garnishee's Memorandum." (Id. at 6.)

24 Plaintiffs argue that Ventura Trading, Dole Foods Company, and
25 Reefership Marine, "collectively own, operate and manage the 'Dole
26 Ecuador,' a vessel that received services from Judgment Debtor
27 [Curacao Drydock Company] in Curacao." (Id. at 2.) They contend
28 that Reefership and Dole have stated that Ventura "owns the Dole

1 Ecuador and that [Ventura] owes for its repairs." (Id.) On
2 January 6, 2015, while the Dole Ecuador was in port in San Diego,
3 the master of the vessel was served with the Writ of Execution,
4 Notice of Levy, and related documents. (See id.)

5 Plaintiffs have provided persuasive authority that service on
6 Karanbir Singh, captain of the vessel, was valid. (Id. at 7.)
7 They cite Rodriguez Licea v. Curacao Drydock Co., No. 4:13-MC-
8 00874, slip op. (S.D. Tex. Sept. 19, 2014), as authority for
9 effectively serving the owner of a ship by serving process on the
10 ship's captain. In that case, writs of garnishment were served on
11 the masters of two vessels while the ships were in port. Id. at 2.
12 The district court wrote, "Service on a captain of a ship or other
13 person in charge of the non-resident's business in a jurisdiction
14 on that business has long been equivalent to service on the
15 corporation." Id. at 2 n.2 (citing Witham v. The James E.
16 McAlpine, 96 F. Supp. 723 (E.D. Mich. 1951)). It continued, "Here,
17 service was effected for the more limited purpose of garnishment,
18 and thus service on the masters would satisfy service on the
19 corporations." Id. at 2 n.2. Likewise, service on Karanbir Singh,
20 captain of the Dole Ecuador, was effective.

21 Pursuant to section 701.030(a) of the California Code of Civil
22 Procedure, "Within 10 days after the legal process is served [on a
23 third party], the third person shall mail or deliver the
24 garnishee's memorandum to the levying officer whether or not the
25 levy is effective." Cal. Civ. Proc. Code § 701.030(a) (West 2009).
26 The garnishee's memorandum is signed under oath and contains
27 information regarding the debt owed to the judgment debtor. See
28 id.

1 On January 16, 2015, counsel for Ventura Trading responded by
2 letter to the Writ of Execution and Notice of Levy; he wrote that
3 Ventura does not "hold any property or owe any obligation to the
4 judgment debtor." (See Decl. Ingram Supp. Pls.' Mot. Compel
5 Ventura Attach. #2 Letter from David Piper to Jeffrey Ingram (Jan.
6 16, 2015), ECF No. 9.) In substance, the letter addresses the
7 requirements of section 701.030(a), except it is not under oath.
8 Consequently, it is deficient.

9 For all these reasons, Plaintiffs' Motion to Compel Ventura
10 Trading Company, Ltd. to Provide a Garnishee's Memorandum [ECF No.
11 8] is **GRANTED**. Ventura Trading Company, Ltd. is to comply with
12 California Civil Procedure Code § 701.030 within ten days of being
13 served with this order. Plaintiffs are responsible for service of
14 the order.

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16 DATED: March 27, 2015



Ruben B. Brooks
United States Magistrate Judge

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18 cc:
19 Judge Sabraw
20 All Parties of Record
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